



## BIDNET DIRECT ELECTRONIC SUBMISSION INSTRUCTIONS

It is the sole responsibility of the vendor to ensure that the response, including all necessary attachments, is received prior to the indicated closing date and time, Mountain Standard Time.

Be aware that submitting a password in the e-procurement platform acts as an electronic signature which is just as legal and binding as an original signature (see Electronic Signatures in Global and National Commerce Act for more information).

**Vendors must be registered in [BidNet Direct](http://www.bidnetdirect.com) to the Arizona Purchasing Group in order to participate in the bidding process for this solicitation.**

Vendors can register for a free account at [www.bidnetdirect.com](http://www.bidnetdirect.com). Registered users will be able to search for bids, access bid information and documents, receive notifications about bids, and submit bids via [BidNet Direct \(www.bidnetdirect.com\)](http://www.bidnetdirect.com) for all open Maricopa County bids.

**ONLY RESPONSES THAT ARE SUBMITTED THROUGH BIDNET DIRECT WILL BE CONSIDERED.**

For assistance with the e-procurement platform, contact BidNet Direct Vendor Support during regular business hours: Phone: 1-800-835-4603 or Email: [support@bidnet.com](mailto:support@bidnet.com).

### FINDING A SOLICITATION

Solicitations can be found by using the search bar if you know the name or number of the solicitation. If you are unsure of those, use the filter function on the left side navigation panel.

- Select Arizona, then Maricopa County from the Location filter.
- Select Member Agency Bids from the top tabs to see only Maricopa County bids.

The solicitation title and closing date/time will be displayed. Once you select the title, the solicitation will open and display basic information like the contact, purchase type and relevant dates. If a pre-bid conference is scheduled, you will see that on this page.

The left side navigation panel will display tabs.

- Select the DOCUMENTS tab to display all relevant documents. Be sure to read all documents in their entirety as these will provide specific submission instructions.
- If you are asked to provide pricing in a specific document, be sure to download the pricing document from the document list. You are required to download or read all documents prior to submission.

### SUBMITTING YOUR BID:

- Select the PLACE BID icon from the top right corner of your screen. A new window will pop up asking you to select PLACE A NEW BID or PLACE NO BID.
  - If you select Place No Bid, you will be prompted for a reason prior to submitting.
  - If you select Place New Bid, you will be routed to a page where you will upload all relevant documents.
  - If there are line items associated with the bid, you will be asked for line-item pricing.

Once you have provided pricing through the requested document or through the line-item pricing,

- Select NEXT. A window will open where you can take exceptions to any aspect of the bid requirements. If you have exceptions, please describe them here. If you do not, scroll down to Compliance & Authentication.

Please note if you have not read all bid related documents you will be prompted to read them all or risk non-compliance. You will enter your full name and password, then select SUBMIT BID. You will be asked if you are sure you want to proceed, if you select yes, you will be taken to a Bid Conformation page which states that your bid has been submitted.

You can print confirmation or download a pdf of your submittal. You may withdraw or modify your proposal until the date/time the bid closes. You will receive a notification if any questions are asked or if any changes are made to the solicitation. You may be required to submit an Acknowledgement of any addenda.

**A RESPONDENT'S BID WILL NOT BE ACCEPTED AS RESPONSIVE BY THE COUNTY UNLESS ALL REQUIRED INFORMATION HAS BEEN PROVIDED. THIS INCLUDES VIEWING/ACCEPTING ALL DOCUMENTS, UPLOADING REQUIRED ATTACHMENTS/QUALIFICATIONS, AND PROVIDING AN OFFER/PROPOSAL.**

#### MARICOPA COUNTY QUALIFICATIONS

If you provide A&E services or other related professional or construction services under Article 5 of the Maricopa County Procurement Code, please select the qualifications that you wish to be considered for under the Available Qualifications section. You will provide responses to the questions and upload the Pre-Qualification Application for each discipline.

#### ASKING A QUESTION:

- In order to ask a question, select Ask Question from the available options on the right side. This will open a dialog box where you will input a subject, ask your question, and select SUBMIT. The contact will receive a notification that a question has been asked. Once the answer to the question has been published, anyone who has downloaded the documents related to the bid will receive notice that an answer has been posted, and will be able to view all Q&A.
- Inquiries about the bid must be submitted via the e-procurement platform by the question deadline posted in the Bid Details.
- Inquiries may be submitted by telephone to the procurement officer for the solicitation but must be followed up in writing for the answer to be binding. No oral communication is binding on Maricopa County.
- Questions about the e-procurement platform's functionality must be directed to BidNet Direct. Phone: 1-800-835-4603, Email: [support@bidnet.com](mailto:support@bidnet.com).

#### ADDITIONAL INFORMATION

When the respondent clicks "**Confirm and submit** response," they acknowledge that the information and documents entered in the e-procurement platform are accurate and represent the supplier's actual proposal, quote, or bid.

The e-procurement platform registers the date/ and time the offer has been received. Receipt of a respondent's offer does not necessarily mean that an offer is finalized. **ACCEPTANCE OF A RESPONDENT'S OFFER BY THE E-PROCUREMENT PLATFORM IS NOT AN INDICATION THAT THE COUNTY HAS ACCEPTED A RESPONDENT'S OFFER. THE COUNTY WILL DEEM A RESPONSE NON-RESPONSIVE IF RESPONDENT HAS FAILED TO INCLUDE ALL REQUIRED INFORMATION, INCLUDING ATTACHMENTS, WITH THEIR SUBMISSION.**

Be aware that entering information and uploading documents into the e-procurement platform may take considerable time. Allow sufficient time to complete the online forms and upload documents. **It is recommended that suppliers submit responses a minimum of 24 hours prior to the closing deadline.** The deadline for submitting information and documents will end at the closing time indicated in the solicitation. All information and documents must be fully entered, uploaded, acknowledged (Confirm) and recorded into the e-procurement platform before the closing time or the system will stop the process, and the response will be considered late and will not be accepted.

Responses submitted in the e-procurement platform are completely secure. No one (including County purchasing staff) can see responses until after the deadline. Suppliers may modify or change their response

at any time prior to the closing deadline. However, all modifications or changes must be completed and acknowledged (Confirm) in the e-procurement platform prior to the deadline. The e-procurement platform will post a notice that the modification/change (new offer) has been received. This notice from the e-procurement platform MUST be recorded prior to the closing date and time MST or the response will be considered late and will not be accepted.



# Maricopa County

## REQUEST FOR QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK

MARICOPA COUNTY

**SERIAL # 260021-CMR  
CONTRACT # 260021-CMR**

### **Southwest Regional Justice Center Expansion**

**Statement of Qualifications Due: Tuesday, December 16,  
2025 at 2:00 p.m. Mountain Standard Time (MST) in BidNet  
Direct**

**(<https://www.bidnetdirect.com/arizona/maricopacounty>)**

**Maricopa County  
Office of Procurement Services – Article 5  
301 W. Jefferson Street, Suite 700  
Phoenix, Arizona 85003  
(602) 506-2248**

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This Request for Qualifications (RFQ) is separated in two parts: Part I – RFQ Information, and Part II – Attachments & Exhibits. The Attachments are part of the RFQ, and the terms, conditions and criteria therein must be met by any Proposer. Attachments are to be completed and returned with the Statement of Qualifications submitted. Exhibits are provided for informational purposes only.

# REQUEST FOR QUALIFICATIONS

## CONSTRUCTION MANAGER AT RISK FOR MARICOPA COUNTY

### Southwest Regional Justice Center Expansion

**Serial # 260021-CMR  
Contract # 260021-CMR**

#### **PART I: REQUEST FOR QUALIFICATIONS INFORMATION**

#### **DIVISION I: REQUEST FOR QUALIFICATIONS AND LEGAL ADVERTISEMENT**

#### **MARICOPA COUNTY REQUEST FOR QUALIFICATIONS (RFQ)**

***Vendors must be registered in the e-procurement platform, BidNet Direct, in order to participate in the bidding process for this solicitation.***

Vendors can register for an BidNet Direct Limited account for free at <https://www.bidnetdirect.com/arizona/maricopacounty>. Registered users will be able to search for bids, access bid information and documents, receive notifications about bids, and submit bids via the e-procurement platform (<https://www.bidnetdirect.com>) for all open Maricopa County bids.

Select the Vendor Registration link to begin the process and complete all the mandatory fields. There is no cost to register to the Arizona Purchasing Group.

**ONLY RESPONSES THAT ARE SUBMITTED THROUGH THE E-PROCUREMENT PLATFORM WILL BE CONSIDERED.**

For assistance with the e-procurement platform, contact BidNet Direct Vendor Support during regular business hours M-F from 8:00 a.m. – 8:00 p.m. ET (5:00 a.m. – 5:00 p.m. PT) at (800) 835-4603, option 2 or [support@bidnet.com](mailto:support@bidnet.com).

#### **PROCUREMENT SCHEDULE:**

Public Notice (1 <sup>st</sup> Publication)	<b>November 20, 2025</b>
Last Day for Questions	<b>December 9, 2025</b>
Statements of Qualifications Due (2:00 p.m. MST)	<b>December 16, 2025</b>
Short List Released (estimated)	<b>December 30, 2025</b>
Round Table Discussions (estimated)	<b>January 12, 2026</b>
Final List Released (estimated)	<b>January 16, 2026</b>

Formal statements of qualifications (SOQ) are to be delivered electronically through BidNet Direct.

This Request for Proposal (RFP) is open until 2:00 p.m. MST, **Tuesday, December 16, 2025**, at which time no further SOQ will be accepted. No other public disclosure will be made until after the award and execution of the contract.

(End of Division I)

## **DIVISION II: INSTRUCTIONS TO PROPOSERS**

### **ONE-STEP COMPETITION**

This is a one-step competition. The successful Proposer will be selected at the end of the Request for Qualifications (RFQ) process as described below.

### **GENERAL**

All responses to the RFQ must follow the format and order described in the "Proposal Content" section of this document. **Failure to follow the instructions regarding format and order may result in rejection of your Proposal.**

If the Proposer is a corporation or other legal entity, the Proposal must include: the legal name of the corporation followed by the name of the state of incorporation or organization, and the signature of an officer or other representative authorized to bind the corporation or legal entity.

### **DEFINITION OF "PROPOSER AND "PROPOSAL"**

**Wherever the word "Proposer" is used in this RFQ, it shall mean each or any of the individuals, firms, partnerships, joint ventures, corporations or other legal entities, submitting their qualifications under this RFQ.**

Wherever the word "**Proposal**" is used in this RFQ, it shall mean the SOQ submitted by a Proposer.

### **LICENSED IN ARIZONA**

All contractors engaged in construction for Maricopa County (County) shall be licensed by the Registrar of Contractors in the State of Arizona for the types of work (construction) included in this project. Each Proposer must hold a current license of the appropriate category issued by the Arizona Registrar of Contractors at the time the Proposer submits its Proposal and throughout the contracting period.

### **ARIZONA OFFICE**

The successful Proposer will be required to have an office in the State of Arizona. If an office in the State of Arizona does not already exist, the selected firm shall establish an office in Arizona within 30 days after the date of the County's letter of intent to award contract. An office within the State is evidenced by a mailing address, telephone number, payment of utilities, registration with the Corporation Commission, and possession of appropriate business licenses.

### **RESTRICTION ON COMMUNICATIONS**

Proposers and members of their teams shall not communicate concerning this RFQ with the Design Professional for this project, the County Project Manager, any County Consultant or Program Manager, Selection Committee members, or employees of the County, except as stipulated in INFORMAL INQUIRIES and in INTERPRETATIONS AND ADDENDA above. **Failure to abide by this requirement may result in rejection of the Proposer's Statement of Qualifications.**

### **ACCEPTANCE OF CONTRACT DOCUMENTS**

Copies of the current standard forms of the contract documents are available upon written request. Copies of these documents can be requested by contacting Corry Slama, Article 5 Procurement Supervisor at 602-506-2248 or Corry.Slama@maricopa.gov.

If selected as the Construction Manager at Risk (CMR) for this project, the proposer agrees to execute this form of contract documents. The Proposer understands that any exceptions taken to the form of contract

documents that are not accepted and/or approved by the County may be a basis for rejection of the Proposer's Proposal as non-responsive, furthermore, **any such exceptions must be noted in the SOQ.** The Proposer also understands that the County may make changes in the standard form of contract documents and, therefore, the content of the contractual documents ultimately may be different. The successful Proposer shall be given the opportunity to review the changes.

This ROQ, any addenda to this RFQ issued by the County, and the Proposal of the successful Proposer may be included in the final contract documents.

### **MULTIPLE CONTRACTS**

Because of the delivery methodology chosen for this project, multiple contracts to one contractor may be issued to complete this project and there may be multiple phases to complete delivery of the final project. The County reserves the right to issue as many contracts it deems necessary to accomplish the defined or revised scope of work as stated herein.

### **STATEMENT OF QUALIFICATIONS (SOQ) DUE DATE**

**2:00 p.m. MST, Tuesday, December 16, 2025.**

At this time the assigned Article 5 Procurement Officer for this project will close the SOQ acceptance period and all further proposals will be refused. No other public disclosure will be made until after award of the contract.

### **DELIVERY OF SOQs IN RESPONSE TO THIS RFQ**

All Proposals must be signed, sealed and submitted to the Office of Procurement Services (OPS) through BidNet Direct.

Proposals shall be submitted as follows:

One PDF file providing the entire proposal.

Proposals shall be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of 150 days after the RFP closing date.

All proposals shall be in PDF format as a single file. Page size must be no larger than 8.5" x 11" either portrait or landscape.

**Proposals must be limited to no more than 15 pages (excluding cover letter, resumes, references and all other attachments as identified herein).** A page is one side of each 8.5" x 11" area. Type will be no smaller than 11 pt. Arial. Other type faces may be utilized but may be no smaller than that indicated. The Proposal structure may be no larger than:

- **1 page cover letter**
- **15 pages (maximum) for Proposal addressing qualifications as outlined herein**
- **5 pages (maximum) Resumes (i.e., 1 page each of 5 key firm or consultant individual resumes)**
- **Proposal Exceptions** (if any)
- **References** (use form provided and replicate as needed)
- **Addendum Acknowledgement** (only if needed) (use form provided)
- **Legal Worker Statement** (use form provided)
- **Non-Collusion Affidavit** (use form provided)

All other forms provided are for reference only and do not need to be included in the responsive packet.

Failure to provide documents as required in the format provided, including additional pages for any of the above) will result in the return of the submission as non-responsive.

Proposals must be delivered electronically through BidNet Direct so as to be actually received by the OPS on or before the day and hour set for receipt of Proposals.

Proposals will not be accepted after the due time and date. **Each Proposer is solely responsible for the electronic delivery of its Proposal to the above location in the manner and by the time and date specified.** The County is not responsible if the submitter fails to make an electronic delivery in the appropriate format and on time.

#### **PRE-PROPOSAL CONFERENCE:**

No pre-proposal conference (or site visit) has been scheduled under this solicitation.

#### **EXCEPTIONS TO THE SOLICITATION:**

The Proposer shall identify and list all exceptions taken to all sections of this ROQ and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposers exception under the heading, "Exceptions to the PROPOSAL." Exceptions that surface elsewhere and that do not also appear under the heading, "Exceptions to the PROPOSAL" shall be considered invalid and void and of no contractual significance.

The County reserves the right to reject, determine the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

#### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn by written request any time before the scheduled opening date and time, but not after.

#### **LATE PROPOSALS**

The County will not accept any proposals delivered after the scheduled opening date and time.

#### **PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL**

No person, firm, partnership, joint venture, corporation or other legal entity shall be permitted to submit more than one Proposal for the same project. A person, firm, partnership, joint venture, corporation or other legal entity that has submitted a sub-consultant proposal to a Proposer is disqualified from submitting a Proposal for the project as a Proposer. A person, firm, partnership, joint venture, corporation or other legal entity shall be allowed to submit a sub-consultant proposal to more than one Proposer.

#### **NO COUNTY OBLIGATION**

This RFQ does not obligate the County to pay any costs incurred in the preparation and submission of Proposals or in negotiating a contract with any Proposer, nor does this RFQ obligate the County to enter into a contract with any selected party

#### **INTERPRETATION OF RFQ DOCUMENTS BEFORE SUBMISSION**

**QUESTIONS:** If you have formal questions about technical information regarding this RFQ please submit your question through BidNet Direct under the "Question and Answers" Link.

Or if you have informal questions about the procurement process, please contact:

Corry Slama, Procurement Supervisor  
Tel: (602) 506-2248  
Email: Corry.Slama@maricopa.gov (preferred method)

**Note:** The County may answer informal questions orally. The County makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this RFQ. Proposers shall not rely on any verbal responses from the County. If you have formal questions about any part of this RFQ, which could result in a material issue or a formal amendment to this RFQ, see **INTERPRETATIONS AND ADDENDA** below.

## **INTERPRETATIONS AND ADDENDA**

Should a Proposer find any ambiguity, inconsistency, or error in the RFQ, or should the Proposer be in doubt as to its meaning, he or she shall at once notify the Procurement Officer at once, in writing, who will send a written addendum via BidNet Direct. Neither the County nor its representatives shall be responsible for oral instructions or information. Interpretation or correction of the RFQ will be made only by written addendum, which will be delivered electronically through BidNet Direct. The County is not responsible for any other explanations or interpretations of the RFQ.

If a Proposer on the *Final List* at the end of the competition should fail to receive any addendum or should fail to acknowledge receipt of same, the Proposer shall have the option of staying on the Final List under the terms of the RFQ including the addendum or of withdrawing from the Final List in which event the next most qualified Proposer will be added to the Final List. The County is not responsible for assuring delivery of addenda to any Proposer. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest or reissue of the RFQ.

All formal inquiries or requests for significant or material clarification or interpretation, or notification to the Owner of errors or omissions relating to this RFQ must be submitted through BidNet Direct under the "Questions and Answers" link.

All formal inquiries must be received by the County at least seven calendar days before the time and date set for submission of Proposals and closing this RFQ through BidNet Direct. Failure to submit inquiries by this deadline may result in the inquiry not being answered.

## **REGISTRATION**

Any vendor intending to respond as a proposer and who is receiving this solicitation from a source other than the OPS website is required to register as a vendor with the County on the BidNet Direct registration page (<https://www.bidnetdirect.com/public/user-registration?purchasingGroupId=700132901>), and register receipt of the solicitation documents by visiting the website at <https://www.bidnetdirect.com/arizona/maricopacounty> and requesting the documents.

## **PROPRIETARY INFORMATION**

If a Proposer is submitting any information, it considers proprietary, the Proposer must clearly mark it "**Proprietary Information**". If the Director of the Officer of Procurement Services concurs, this information will not be considered public information. The County Director of OPS shall have no liability for disclosure or use of unmarked data. Unless identified, information submitted in a Proposal may be disclosed pursuant to applicable Arizona Public Records Law and other applicable Arizona Revised Statutes.

## **SMALL BUSINESS ENTERPRISES**

It is the County's policy to provide small businesses the opportunity to participate in the solicitation process and to be considered to fulfill the requirements for various commodities and services. A copy of the reporting document is attached as **Exhibit 1**.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless, County, and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses including, but not limited to, attorney fees, court costs, expert witness fees,

and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. The Contractor's duty to defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any negligent acts, errors, omissions, or mistakes in the performance of this Contract including any person for whose negligent acts, errors, omissions, or mistakes the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

### **INSURANCE REQUIREMENTS**

The Contractor, at the Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of **B++**. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise the Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials, and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, City its agents, representatives, officers, directors, officials, and employees for any claims arising out of the Contractor's work or service.

### **COVERAGES**

Commercial General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Personal & Advertising Injury
	\$4,000,000	General Aggregate

	\$4,000,000	Products/Completed Operations
Automotive Liability	\$2,000,000	Each Occurrence
Workers' Compensation	\$1,000,000	Each Accident
	\$1,000,000	Disease for Each Employee
	\$1,000,000	Disease Policy Limit
Builders' Risk	Replacement Cost	

### **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance and, when necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Personal/Advertising Injury, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, and blanket contractual coverage, and shall not contain any provision that would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

### **AUTOMOBILE LIABILITY**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

### **WORKERS' COMPENSATION**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

### **BUILDER'S RISK (PROPERTY) INSURANCE**

Builder's Risk (Property) Insurance. CONTRACTOR shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance and, if necessary, Commercial Umbrella insurance in the amount of the initial Contract amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than COUNTY has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall include interests of COUNTY, CONTRACTOR, and all subcontractors and sub-subcontractors in the work during the life of the Contract and course of construction and shall continue until the work is completed and accepted by COUNTY. For new construction projects, CONTRACTOR agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, CONTRACTOR agrees to assume responsibility for loss or damage to the work being performed at least up to the full Contract amount, unless otherwise required by the Contract documents or amendments thereto.

Builders' Risk insurance shall be on a special form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract.

Builders' Risk insurance must provide coverage from the time any covered property comes under CONTRACTOR'S control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the

construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Builders' Risk insurance shall be primary, and any insurance or self-insurance maintained by the County is not contributory.

If the Contract requires testing of equipment or other similar operations, at the option of COUNTY, CONTRACTOR will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy

### **CERTIFICATES OF INSURANCE**

Prior to commencing work or services under this Contract, the Contractor shall furnish County with Certificates of Insurance in a form acceptable to County, or formal endorsements as required by the Contract in the form provided by the County, issued by the Contractor's insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and contract title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County 15 days prior to the expiration date.

### **CANCELLATION AND EXPIRATION NOTICE**

Insurance required herein shall not expire, be canceled, or materially changed without 30 days prior written notice to County.

### **LEGAL WORKER REQUIREMENTS FOR SERVICE AND CONSTRUCTION CONTRACTS**

As required by Arizona Revised Statutes (A.R.S.) §41-4401, the County is prohibited after September 30, 2008, from awarding a contract to any service or construction contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor. The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the County. The County retains the right to inspect the records of any Contractor, subcontractor and the - subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. Contractor shall be responsible for all costs associated with compliance with this requirement. A copy of the certification document is attached.

### **PROPOSAL PROTESTS**

The County believes that it can best maintain its reputation for treating contractors and/or suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting competitors an equal opportunity to win an award. Any protest shall be filed pursuant to the Maricopa County Procurement Code, Section MC1-905. Protests shall be directed to the Procurement Officer.

### **INFLUENCE**

As prescribed in Article 12, of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct, may be grounds for Disbarment or Suspension under Article 9 of the Maricopa County Procurement Code.

An attempt to influence includes, but is not limited to:

A person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy, that is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a person attempts to influence any employee or agent of the County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

**ABSOLUTELY NO CONTACT BETWEEN THE RESPONDENT AND ANY COUNTY PERSONNEL, OTHER THAN THE OFFICE OF PROCUREMENT SERVICES, IS ALLOWED DURING THE SOLICITATION PROCESS UNLESS THE COMMUNICATION IS IN REGARD TO PRE-EXISTING BUSINESS WITH THE COUNTY. ANY COMMUNICATIONS REGARDING THE SOLICITATION, ITS PARTICIPANTS OR ANY DOCUMENTATION PRIOR TO THE CONTRACT AWARD MAY BE GROUNDS FOR DISMISSAL OF THE RESPONDENT FROM THE EVALUATION PROCESS.**

#### **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the contractor/bidder) certifies to the best of his or her knowledge and belief, that the contractor/bidder, and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 2) Have not within three-year period preceding this solicitation/contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in this paragraph of this certification; and
- 4) Have not within a three-year period preceding this solicitation and/or agreement had one or more public transactions (Federal, State, or local) terminated for cause of default.

Should the contractor/bidder not be able to provide this certification, a comprehensive explanation as to why should be attached to its bid.

The contractor/bidder agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this contract.

#### **PROPOSAL CONTENTS**

##### **GENERAL**

Proposals shall display clearly and accurately the capability, knowledge, experience and capacity of the Proposer to meet the requirements of this RFQ.

**PROPOSERS SHALL NOT SUBMIT OR COMMUNICATE IN ANY WAY TO THE COUNTY INFORMATION ON FEES, PRICE (HOURLY RATES), MAN-HOURS OR OTHER RELATED COST INFORMATION. A.R.S. PROHIBITS THE COUNTY FROM CONSIDERING ANY INFORMATION ON**

**FEES, PRICE (HOURLY RATES), MAN-HOURS OR ANY OTHER COST INFORMATION DURING THE RFQ COMPETITION.** Accordingly, any Proposal containing information of this type will be deemed non-responsive, will not be considered and will be returned to the Proposer. This exclusion of information applies to the Proposal, to any interview and to all other aspects of the RFQ competition.

### **SCOPE OF WORK**

Services to be performed include pre-construction services and ultimately construction management services. The construction scope includes 7000 SF TI of shell space within existing building. (Additional Justice Court). Also to include a new estimated 100,000 SF Superior Court Expansion (Courtrooms, Judicial Spaces, Adult Probation, and Clerk of Court and other potential County services

The scope will include pre-construction and construction services. The selected firm will begin in an agency support role for the pre-construction services and will, at some point prior to construction, assume the risk of delivering the project through a guaranteed maximum price contract.

The construction budget range is approximately \$64,000,000

The County reserves the right to revise the Scope of Work.

Vicinity Map



### **CONTENT OF SUBMITTAL**

The Proposal shall be fully self-contained and include a response to each of the items listed in this section. The information should be in the order listed below and be tabbed/labeled as such in your proposal. The index tabs may contain photographs as long as there is no other identifying information contained thereon with respect to the photographs. If any photographs are included and identifiable as to their respective project, the index tabs will be counted as a page.

**Note:** The County is seeking a firm and a project team with prior experience demonstrating that the firm and its proposed project team have the skills required for the CMR project delivery method pre-construction phase services and construction phase services included in this RFQ.

## **1) Prior Experience**

Provide a project synopsis for **two** similar projects for which your firm was a CMR for design phase services and construction phase services. If you have not had CMR project delivery method experience on similar projects, but if your firm has done similar projects for which you believe your firm has experience on those projects and is comparable to the CMR project delivery method, provide a project synopsis for each such project and also include an explanation of why you believe the experience is comparable to the CMR project delivery method.

Include the following for each project:

- a) Describe size, schedule, budget and complexity of each project.
- b) Describe services provided and the benefits to the owner including, but not limited to:
  1. Design phase cost estimating experience
  2. Design phase constructability reviews and systems reviews
  3. Design phase value engineering
  4. The process by which the guaranteed maximum price ("GMP") was established
  5. The processes used to keep the project construction cost within the GMP.
  6. How acceptable construction quality was determined and achieved.
  7. Problem/challenge avoidance and early solution
- c) In chart format, provide the following information for each project. They may be combined into one chart that shows all information requested.
  1. Owner's starting budget estimate.
  2. The GMP.
  3. The final contract amount for each project.
  4. Total of change orders.
  5. Total of savings achieved.
  6. Original completion date.
  7. Final completion date.
- d) Client References – For each of the projects referenced in this section, provide reference information in the format as prescribed in the reference format document in the attachment section of this solicitation.

## **2) Project Team**

Provide information about your firm's proposed project team. List the individuals to be assigned to the project and identify their positions on the project team. This may be done in chart format. Include a resume describing applicable qualifications and experience as an attachment as described above. List examples of their experience on similar projects, identifying project size, schedule and complexity, as well as their specific role. Describe CMR project delivery method experience or comparable experience. For experience which you consider comparable, cover the comparability evaluation elements list in item 1 above.

Include the following information (chart format is preferred):

- Provide graphical organization of proposed staff.
- Provide graphic depicting current and projected workloads of proposed staff members.
- Indicate time that each of the assigned staff person will have to dedicate to this project.
- Include examples of projects where staff assigned to this project have worked together as a team.
- List example projects the proposed individuals of your firm and consultant firms have completed as a team.
- List proposed key Sub-Contractors. with qualifications and experience of individuals as referenced above.

### **3) Project Management Plan**

Provide information on how your firm would propose to apply your firm's and the proposed project team's experience and qualifications to this project.

In addition:

- a) Describe the processes your firm proposes to use during the design phase of this project on the following subjects:
  1. Preparation of cost estimates that accurately forecast the guaranteed maximum price.
  2. Constructability reviews, systems reviews and value-added engineering.
  3. Your subcontractor selection and subcontractor management plan
  4. Communicating with the County, the design professional, the design professional's sub-consultants, any early selected subcontractors, and stakeholders.
  5. Preparation of a proposed guaranteed maximum price with required accompanying information and negotiating a mutually satisfactory final guaranteed maximum price.
- b) Describe the procedures your firm, as the Construction Manager at Risk, proposes to use to select subcontractors under your firm's Subcontractor Selection Plan. This plan must clearly show the proposed subcontractor selection plan for selecting subcontractors is based on qualifications alone, or on a combination of qualifications and price, and not selecting subcontractors based on price alone.
- c) Describe the schedule management and control process your firm proposes to apply to this project. Among other items, specifically address submittals, sub-contractor management, and critical path aspects of project and material availability.
- d) Describe the budget management and control process your firm proposes to apply to this project.

### **4) Team Approach Capability**

- a) Provide information on the experience of your firm and your team members in interacting with the owner's project personnel, the design professional's project personnel, the design professional's consultants, your subcontractors and any stakeholders. Give examples of successful experiences that your firm and your team members have had with a "team" or a "win-win-win" or a "partnering" approach.

### **5) General Contractor's Arizona License and Location of Arizona Office**

The Proposer selected under this RFQ must hold an Arizona General Contractor's License and have an Arizona office location. You must hold an appropriate contractor's license issued by the Arizona Registrar of Contractors when you submit your Proposal. Include in your Proposal a copy of the appropriate license which includes the license type and number. Also, describe your existing Arizona office or state your commitment to establish an Arizona office (should you not already have one) if you are selected under this RFQ.

### **SELECTION CRITERIA**

**ALL OF THE CRITERIA ARE IMPORTANT TO THE COUNTY. THE CRITERIA ARE LISTED IN THE ORDER OF THEIR RELATIVE IMPORTANCE WITH THE MORE IMPORTANT CRITERIA BEING LISTED FIRST. THE POINT VALUES ASSIGNED TO EACH OF THE CRITERIA IS LISTED NEXT TO THE CRITERIA BELOW**

**NOTE: In doing the evaluations the Owner high-priority areas, if any, listed in Content for Submittal above will be important factors.**

- (i) Proposer's comparable prior experience, client references, license and local office **(20 Points)**
- (ii) Proposer's project team **(20 Points)**

- (iii) Proposer's project management plan (including schedule management) (15 Points)
- (iv) Proposer's budget and scope management capability (15 Points)
- (v) Proposer's team approach capability (15 points)
- (vi) Proposer's capability to complete the Project on an expedited basis (15 points)

## **SELECTION PROCESS**

A Selection Committee will evaluate the Proposals submitted in response to this RFQ. The evaluation will be to determine the qualifications of the Proposer to perform the CMR design phase services and construction phase services under this RFQ based on the selection criteria listed above.

In making its determination, the Selection Committee will evaluate the Proposals, information from client references, interviews (for Proposers on the short-list only), and additional information received or obtained by the Selection Committee. The Committee may request or obtain additional information at any time during the selection process through interviews, presentations, correspondence, visitation of completed projects or otherwise.

## **SHORT LIST**

After receipt of the Proposals, the Selection Committee will use the selection criteria listed above to perform an initial review of all Proposals and will select a shortlist of no less than three Proposers and no more than five Proposers, unless there are fewer than three Proposers, to participate in the interview process for the development of the Final List.

## **PRE-PROPOSAL MEETING**

No Pre-Proposal Meeting or site visit will be held.

## **ROUNDTABLE DISCUSSION**

During this process, the Selection Committee wants to learn more about the Proposers, more specifically their ability to provide CMR design phase services and construction phase services of exceptional quality to an institutional client. The Selection Committee will be tasked with interviewing each Proposer on the shortlist so that they may present their credentials, comparable past work and any ideas they wish to share with the Selection Committee.

The roundtable discussion will last up to 60 minutes for questions and discussion from the Committee with the following format: Up to 15 minutes for Proposer presentation/introduction, followed by up to 45 minutes for questions and discussion from the Committee. This time limit will be strictly enforced. No more than six representatives of the Proposer's team may be present.

FORMAT: The format of the presentation is at the discretion of the Proposer. In general, a series of questions will be asked of each team. The question sets will be identical for each team except that the committee may ask questions that clarify or follow-up upon the responses of the team or the committee may ask questions about the specific statement of qualifications submitted by the team being interviewed as a clarification. A letter invitation is sent to each interviewed firm with the specific evaluation and scoring criteria.

The order in which the Proposers appear before the Selection Committee will be determined by alphabetical or reverse-alphabetical order.

## **FINAL LIST RANKING**

After interviews are completed, the Selection Committee will rank the persons or firms on the final list and their order on the final list solely through the results of the interview process.

## **NOTICE OF INTENT TO AWARD OR REJECTION OF PROPOSALS**

The next step will be for the County to issue a notice of intent to award. the County reserves the right to cancel this RFQ, to reject any or all Proposals, and to waive or decline to waive any irregularities in any submitted Proposals, or to withhold the award for any reason it may determine to be in the best interest of the County.

### **NEGOTIATION OF CONTRACT**

The County intends to deliver this project in an accelerate manner. It is the intent of the County to complete the pre-construction contract negotiations within two weeks of Notice of Intent to Award.

The County Project Manager will negotiate a contract for CMR design phase (pre-construction) services with the highest ranked person or firm at a price which the County determines to be fair and reasonable. In making this decision, the County will take into account the scope, complexity and nature of the services to be rendered. If the County is unable to negotiate a satisfactory contract with the person or firm considered to be the most qualified at price the County determines to be fair and reasonable, negotiations with that person or firm will be formally terminated. The Contracting Officer and Project Manager will then undertake negotiations with the next most qualified person or firm in sequence until an agreement is reached or a determination is made to reject all Proposals.

At the time and in the manner designated in the MARICOPA COUNTY standard form of CMR design phase contract documents, the CMR will submit a proposed Guaranteed Maximum Price. MARICOPA COUNTY and the CMR will negotiate a Guaranteed Maximum Price. When MARICOPA COUNTY and the CMR agree on the final Guaranteed Maximum Price, MARICOPA COUNTY and the CMR will execute the County's standard form of CMR contract documents for construction. If negotiations for a Guaranteed Maximum Price are not successful, MARICOPA COUNTY may terminate the design phase services contract and proceed with the Project with a different contractor selected by the County.

### **REGULATIONS**

Should negotiations result in a contract, the agreement will be subject to all the provisions of the Maricopa County Procurement Code and will include all the terms, clauses, and conditions required by the County Procurement Code.

### **DELIVERY OF INSURANCE POLICIES OR CERTIFICATES AND EXECUTION OF CONTRACT DOCUMENTS**

Within five days of receipt of notice of intent to award, the successful Proposer shall deliver to MARICOPA COUNTY the required insurance policies or certificates in a form satisfactory to MARICOPA COUNTY. Policies or Certificates must reference the MARICOPA COUNTY Project Number and the MARICOPA COUNTY Project Name with the original submission and with each and every updated submission thereafter. Failure to do so may result in rejection of the successful Proposer's Proposal and withdrawal of the Notice of Intent to Award. Promptly after MARICOPA COUNTY receives satisfactory insurance policies or certificates MARICOPA COUNTY will deliver to the successful Proposer four duplicated originals of the form of contract documents to be executed by the successful Proposer. The successful Proposer shall execute and return to MARICOPA COUNTY all copies of the contract documents within 10 days after receipt of the contract documents. Failure to return the executed copies of the contract documents may result in rejection of the successful Proposer's Proposal and withdrawal of the Notice of Intent to Award.

### **WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01**

If vendor engages in for-profit activity and has 10 or more employees, and if this agreement has a value of \$100,000 or more, vendor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

### **FORCED LABOR**

By submitting a bid for this solicitation and/or entering into a contract as a result of this solicitation, contractor agrees to comply with all applicable portions of A.R.S. Section 35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions.

Contractor certifies that it does not currently, and agrees for the duration of the contract, that it will not use:

The forced labor of ethnic Uyghurs in the People's Republic of China.

Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

Any contractors, subcontractors or suppliers that use the forced labor or any good or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If contractor becomes aware during the term of the agreement that contractor is not in compliance with this paragraph, the contractor shall notify the County within five business days after becoming aware of the noncompliance. If the contractor fails to provide a written certification to the County that the contractor has remedied the noncompliance within 180 days after notifying the County of its noncompliance, then the agreement terminates, except that if the agreement termination date occurs before the end the 180-day period, the agreement terminates on the agreement termination date.

## PART II: ATTACHMENTS

ATTACHMENT 1	REFERENCE FORMAT
ATTACHMENT 2	LEGAL WORKER CERTIFICATION
ATTACHMENT 3	CURRENT FORM OF PAYMENT AND PERFORMANCE BONDS
ATTACHMENT 4	NON-COLLUSION AFFIDAVIT
ATTACHMENT 5	CURRENT STANDARD FORM OF CMR CONTRACT DOCUMENTS
EXHIBIT 1	MARICOPA COUNTY SMALL BUSINESS ENTERPRISE PROGRAM PARTICIPATION REPORTING FORM
EXHIBIT 2	CERTIFICATE OF LIABILITY INSURANCE

## Attachment 1 - REFERENCE FORMAT

Maricopa County requires a minimum of THREE references and a maximum of five (most recently) completed projects, which are similar in magnitude, complexity, and dollar value. This form may be replicated as needed to be responsive to the Request for Qualifications.

1. Company Name:  
Address:  
Phone Number:  
Facsimile Number:  
Person to Contact:  
Email Address:  
Owner's Bid # or Project #:  
Date of Completion:  
Brief Project Description (Including Partnering Team and Owner's project name):
2. Company Name:  
Address:  
Phone Number:  
Facsimile Number:  
Person to Contact:  
Email Address:  
Owner's Bid # or Project #:  
Date of Completion:  
Brief Project Description (Including Partnering Team and Owner's project name):
3. Company Name:  
Address:  
Phone Number:  
Facsimile Number:  
Person to Contact:  
Email Address:  
Owner's Bid # or Project #:  
Date of Completion:  
Brief Project Description (Including Partnering Team and Owner's project name):
4. Company Name:  
Address:  
Phone Number:  
Facsimile Number:  
Person to Contact:  
Email Address:  
Owner's Bid # or Project #:  
Date of Completion:  
Brief Project Description (Including Partnering Team and Owner's project name):
5. Company Name:  
Address:  
Phone Number:  
Facsimile Number:  
Person to Contact:  
Email Address:  
Owner's Bid # or Project #:  
Date of Completion:  
Brief Project Description (Including Partnering Team and Owner's project name):

## Attachment 2 - LEGAL WORKER CERTIFICATION

\_\_\_\_\_  
(Date)

Maricopa County  
Office of Procurement Services – Article 5  
301 W. Jefferson Street, Suite 700  
Phoenix, Arizona 85003

In accordance with Arizona Revised Statutes (A.R.S.) §41-4401, Maricopa County (County) is prohibited, after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214-A. The undersigned entity warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the employment verification pilot program as jointly administered by the U.S. Department of Homeland Security and the Social Security Administration or any of its successor programs, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the below entity.

The undersigned acknowledges that a breach of this warranty by the below entity or by any subcontractor or sub-subcontractor under any Contract resulting from this solicitation shall be deemed a material breach of the Contract, and is grounds for penalties, including termination of the Contract, by the County. The County retains the right to inspect the records of the below entity, subcontractor and sub-subcontractor employee who performs work under the Contract, and to conduct random verification of the employment records of the below entity and any subcontractor and sub-subcontractor who works on the Contract, to ensure that the below entity and each subcontractor and sub-subcontractor is complying with the warranties set forth above.

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address Line 1)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address Line 2)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Phone)

\_\_\_\_\_  
(Signature Required)

\_\_\_\_\_  
(Fax)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Federal Taxpayer ID Number)

### **Attachment 3 - CURRENT FORM OF PAYMENT AND PERFORMANCE BONDS**

**Documents follow.**

## STATUTORY PERFORMANCE BOND

PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100 percent of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ hereinafter called the Surety), as Surety are held and firmly bound unto Maricopa County (hereinafter called the Obligee), in the amount of

(\$ \_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct Southwest Regional Justice Center Expansion, Serial No. 260021-CMR, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall be entitled as part of the judgment reasonable attorney's fees as may be fixed by the judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AGENCY OF RECORD, STATE OF ARIZONA

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOND NUMBER \_\_\_\_\_

**ATTACH SURETY POWER OF ATTORNEY**

## STATUTORY PAYMENT BOND

PURSUANT TO TITLE 34 CHAPTER 2, ARTICLE 2 OF THE ARIZONA REVISED STATUTES  
(Penalty of this bond must be 100 percent of the contract amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_ (hereinafter called the Principal), as Principal, and the \_\_\_\_\_, a corporation duly organized under the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety are held and firmly bound unto Maricopa County (hereinafter called the Obligee), in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety, bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct Southwest Regional Justice Center Expansion, Serial No. 260021-CMR, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertaking, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extension of the contract with or without notice to the Surety, and during the life of any guaranty required under the contract, and also performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall be entitled as part of the judgment reasonable attorney's fees as may be fixed by the judge of the court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
AGENCY OF RECORD, STATE OF ARIZONA

\_\_\_\_\_  
PRINCIPAL

BY: \_\_\_\_\_

\_\_\_\_\_  
AGENCY ADDRESS

TITLE: \_\_\_\_\_

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

BOND NUMBER \_\_\_\_\_

**ATTACH SURETY OF POWER OF ATTORNEY**

STATE OF ARIZONA           )  
COUNTY OF MARICOPA      )§

That he is \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Business)

That, in connection with the above-mentioned project, neither he, nor anyone associated with the aforesaid business, has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of Arizona Revised Statutes (A.R.S.) § 34-251, Article 4, as amended.

My Commission Expires: \_\_\_\_\_

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**Attachment 5 – CMR CONTRACT DOCUMENTS**

**CURRENT VERSION OF THE MARICOPA COUNTY STANDARD FORM OF  
CONSTRUCTION MANAGER AT RISK CONTRACT DOCUMENTS**

**Contract forms for this project are:**

**Single Project - Phase I Construction Manager at Risk – Pre-Construction Services**

**Single Project – Phase II Construction Manager at Risk – Construction Services**

**Contract documents are available by written request (email) to the procurement officer.**



**Exhibit 1 - MARICOPA COUNTY SMALL BUSINESS ENTERPRISE  
PROGRAM PARTICIPATION REPORTING FORM**

***This form is to be submitted with each pay application or invoice. Any pay application or invoice without this form attached is subject to rejection as not being a completed pay application or invoice pursuant to the terms of the contract.***

\_\_\_\_\_  
Name of Prime Consultant/Contractor

\_\_\_\_\_  
Contract No.

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Project No.

\_\_\_\_\_  
Street Address

\$ \_\_\_\_\_  
Amount of this Pay Application/Invoice

\_\_\_\_\_  
City, State ZIP

Complete below with information on the SBE firms utilized as subconsultants/subcontractors for this pay application/invoice. If work was self-performed and your firm, as the prime, is an SBE firm pursuant to Arizona Revised Statutes (A.R.S.) § 41-1001, et seq., then you may list your firm as the SBE firm.

SBE Firm Name	SBE Firm Address	Type of Work Performed	\$ Pd to SBE this App/Inv
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

☐ A mark in this box certifies that no SBE firms were utilized as the prime, subconsultant or subcontractor with respect to this pay application/invoice.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Phone No.: \_\_\_\_\_

\_\_\_\_\_  
Printed Name



**Exhibit 2 – CERTIFICATE OF LIABILITY INSURANCE**  
Maricopa County  
SERIAL # 260021-CMR, Southwest Regional Justice Center Expansion  
**CERTIFICATE OF LIABILITY INSURANCE**

DATE(MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF INSURANCE AGENCY:

\*INSURERS AFFORDING COVERAGES: NAIC#

Company Letter A

Company Letter B

Company Letter C

NAME AND ADDRESS OF INSURED:

Company Letter D

Company Letter E

Company Letter F

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	ADD L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
	GENERAL LIABILITY: <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION	X	X				EACH OCCURRENCE \$2,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS/ COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY: <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> ALL NON-OWNED AUTOS	X	X				COMBINED SINGLE LIMIT \$2,000,000 (EA Accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <input type="checkbox"/> Deductible <input type="checkbox"/> Retention						EACH OCCURRENCE AGGREGATE
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Any Proprietor/Partner/Executive Office/Member Excluded <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes describe under Special Provisions	N/A					<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EA ACCIDENT \$1,000,000 E.L. DISEASE: EACH EMPLOYEE \$1,000,000 E.L. DISEASE: POLICY LIMIT \$1,000,000
	<input checked="" type="checkbox"/> BUILDERS' RISK ALL-RISKFORM	X	X				REPLACEMENT COSTS

**SPECIAL PROVISIONS:** The policies required hereunder, except Workers' Compensation, contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractors work or service. Except Workers' Compensation, the County, its agents, representatives, officers, directors, officials, and employees are named as Additional Insureds. To the extent provided in this Contract, insured shall defend, indemnify, and hold harmless the County from liability arising out of any services provided or duty performed by insured as required by statute, law, purchase order or otherwise required, with the exception of liability for loss or damage resulting from the sole negligence of the County, its agents, employees, or indemnities. It is agreed that any insurance available to the named insured shall be primary of all other sources that may be available and insurance maintained by County shall not contribute to it. Renewal certificate must be sent to County 15 days prior to expiration date. Builders' Risk insurance shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the Contract. **THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.**

**CERTIFICATE HOLDER**

Maricopa County  
c/o of Risk Management  
301 W Jefferson St, Suite 910  
Phoenix, AZ 85003

**CANCELLATION**

It is further agreed that no policy shall expire, be cancelled, or materially changed to affect the coverage available to the County without 30 days written notice to the County.

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE      DATE ISSUED

ACORD 25 (2010/05)